

**VOLUNTARY CLEANUP CONTRACT
16-6104-NRP**

**IN THE MATTER OF
FORMER MARINE CORPS RESERVE TRAINING CENTER, CHARLESTON COUNTY
AND
THE CITY OF NORTH CHARLESTON**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and the City of North Charleston, with respect to the Property located at 2517 Vector Avenue, North Charleston, South Carolina. The Property includes approximately 5.59 acres identified by Tax Map Serial Numbers 472-00-00-102. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of September 3, 2014, and any amendments thereto, by the City of North Charleston, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et seq. (as amended), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq., the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et seq. (as amended), and the South Carolina Pollution Control Act, § 48-1-10 et seq.

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §44-56-710 et seq. (as amended), and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina

Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et seq. (as amended), the S.C. Pollution Control Act, S.C. Code Ann. § 48-1-10, et seq. (as amended), or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.

A. "The City" means the City of North Charleston.

B. "AOCs" shall mean Areas of Concern located on the Property.

C. "Beneficiaries" means the City's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.

D. "Change in Land Use" shall mean:

- i. Any change in the use of the land that would be inconsistent with those specific exposure assumptions in the human health and/or ecological risk assessments or other criteria that served as the basis for selecting the Land Use Controls as part of the final remedial/corrective action;
- ii. Any activity that may disrupt the effectiveness of the Land Use Controls, including but not limited to: excavation of a SWMU or AOC; demolition at a SWMU or AOC; groundwater pumping that may impact a groundwater mixing zone or groundwater corrective action or monitoring program; a construction project that may impact ecological habitat protected by the corrective action; removal of access control; removal of warning signs; or rezoning;
- iii. Any activity that may alter or negate the need for specific Land Use Controls.

- E. "CNC" shall mean the Charleston Naval Complex.
- F. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- G. "Contract" means this Voluntary Cleanup Contract.
- H. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- I. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- J. "Government" shall mean the United States Government.
- K. "Hazardous Substance" means (A) any substance designated pursuant to section 311(b)(2)(A) of the Federal Water Pollution Control Act [33 U.S.C. 1321(b)(2)(A)], (B) any element, compound, mixture, solution, or substance designated pursuant to section 9602 of this title, (C) any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act [42 U.S.C. 6921] (but not including any waste the regulation of which under the Solid Waste Disposal Act [42 U.S.C. 6901 et seq.] has been suspended by Act of Congress), (D) any toxic pollutant listed under section 307(a) of the Federal Water Pollution Control Act [33 U.S.C. 1317(a)], (E) any hazardous air pollutant listed under section 112 of the Clean Air Act [42 U.S.C. 7412], and (F) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act [15 U.S.C. 2606]. The term does not include

petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

- L. "Land Use Controls" shall mean any mechanism or control that limits the use of and/or exposure to any portion of that property, including water resources, arising from the need to protect human health and the environment. The term encompasses "institutional controls," such as those involved in real estate interests, governmental permitting, zoning, public advisories, deed notices, and other legal restrictions. The term also includes restrictions on access, whether achieved by means of engineering barriers (e.g., fence or concrete pad) or by human means (e.g., the presence of security guards). Additionally, the term includes both affirmative measure to achieve the desired restrictions (e.g., night lighting of an area) and prohibitive directives (e.g., no drilling of drinking water or irrigation wells for the duration of the remedial/corrective action).
- M. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of the City or its Beneficiaries.
- N. "RCRA" shall mean the Resource Conservation and Recovery Act.
- O. "SCHWMA" shall mean the South Carolina Hazardous Waste Management Act.
- P. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the

environment.

Q. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "site" does not include any consumer product in consumer use or any vessel.

R. "SWMU" shall mean solid waste management units located on the Property.

S. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

A. Owners and Operators: The owners and operators of the Property include the following:

United States Government

1954 - Present

B. Property and Surrounding Areas: The Property is bounded generally to the north by Low Country Target Mailing and Geico and Remount Road; to the east by Interstate-26 with commercial and residential uses beyond; to the south-southeast by ProPac and Two Men & A Truck with Air Park Road beyond; and to the west by S. Aviation Avenue and Joint Base Charleston – Air.

The Property is a portion of a larger tract of land formerly known as the

Charleston Naval Complex (CNC) Annex (Annex). During World War II, the Annex was owned by the United States Air Force as the location of a weather forecasting facility. In 1954, the Annex was transferred to the 792nd Squadron of the Tactical Air Command for use as a radar station until 1981. In 1981, the radar station was dismantled and the annex was acquired by the Naval Station, Charleston. Until 2010, the United States Marine Corps used the Property as a reserve training center, which housed administrative and classroom-type buildings in addition to a heavy vehicle storage and maintenance facility.

- C. Investigations / Reports: The Property is subject to the United States Navy's Resource Conservation and Recovery Act (RCRA) Permit SC0 170 022 560 (Permit). While Solid Waste Management Unit (SWMU) 161 is located on the Property, environmental assessment did not identify SWMU 161 as a source of contamination. The Department granted a no further action (NFA) for SWMU 161 on November 30, 2001. SWMUs 163 and 166 are located on the adjacent, hydraulically upgradient property, which is subject to VCC 03-5044-NRP, as amended. The source of the volatile organic compound (VOC) groundwater plume that has migrated onto the subject Property is believed to be SWMUs 166 and 163. Contaminants of concern include trichloroethene (TCE), cis-1,2-dichloroethene, and vinyl chloride.

The Navy conducted pilot tests on the subject Property as well as the adjoining property to evaluate the effectiveness of various enhanced in-situ treatment technologies in reducing contaminant concentrations. Enhanced in-situ bioremediation was selected as the final remedy for SWMUs 166 and 163. The Navy continues to perform groundwater monitoring as part of the selected final remedy.

- D. Applicant Identification: The City is a political subdivision of the State of South

Carolina with its principal place of business located at 2500 City Hall Lane, North Charleston, South Carolina, 29406. The City affirms that it has the financial resources to conduct the response action pursuant to this Contract.

- E. Proposed Redevelopment: The City will acquire the Property and intends to relocate a portion of its Public Works complex to this Property. This Property, in addition to the adjacent parcels acquired by the City under NRP VCCs 11-4981-NRP and 03-5044-NRP, as amended, will comprise the land necessary to construct the entire Public Works complex. Under the current redevelopment plan, two structures and associated parking lot will be constructed on the Property.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. The City certifies that it is not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; is not a Responsible Party for the site, or a parent, successor or subsidiary of a Responsible Party for the site; and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. The City also certifies that it is eligible to be a Bona Fide Prospective Purchaser for the Property.

RESPONSE ACTION

4. The City agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by the City, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A Report of the assessment results shall be submitted by the City, or its designee in accordance with the schedule provided in the initial Work Plan. The City acknowledges that the assessment may find distributions of Existing Contamination

requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. The City agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, the City may seek an amendment of this Contract to clarify its further responsibilities. The City shall perform all actions required by this Contract, and any related actions of the City's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). The City shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed

in accordance with 25 S.C. Code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.

c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:

- i. the full EPA Target Analyte List (TAL);
 - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
- ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
 - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).

d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. The applicable Protection of Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detections levels, the analytical method shall use the lowest achievable detection levels.

6). The Work Plan shall include the names, addresses, and telephone numbers of the City's consulting firm(s), analytical laboratories, and the City's contact person for matters relating to this Contract and the Work Plan.

- a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work Plan.
 - b). The City shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify the City in writing of approvals or deficiencies in the Work Plan.
 - 8). The City, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
 - 9). The City shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
 - 10). The City shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
 - 11). The City shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. The City shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards

and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.

- 2). The Report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). The City shall characterize for disposal any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 2). Upon discovery of any Segregated Source that has not yet released all contents to the environment, the City shall expeditiously stabilize or remove the Segregated Source from the Property
- 3). The City shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. The City shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). The City shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or

other non-drinking water use within a one-quarter mile radius.

- 2). The City shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to the City, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). The City shall collect and analyze a minimum of four soil samples from two locations on the Property. The City shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from the following locations:
 - a). Two locations from within the former vehicle maintenance and storage area. Samples shall be biased towards areas of staining or stressed vegetation, if any.
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. A minimum of one surface and one subsurface sample from a probable impacted area shall be analyzed for the full EPA-TAL and EPA-TCL.
- 3). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). The City shall assess groundwater quality and flow direction across the Property. The City shall coordinate with the Navy to gain access and collect samples from ten (10) of the existing monitoring wells on the Property.
- 2). Samples from all groundwater monitoring wells shall be analyzed for VOCs.

Samples from three (3) of the groundwater monitoring wells shall be analyzed for TAL- Metals, VOCs and SVOCs, with one of these three samples to be analyzed for the full TAL/TCL parameters.

- 3). Groundwater elevations shall be measured from all existing monitoring wells on the Property.
- 4). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

- 1). Available groundwater quality data for the Property identifies concentrations of volatile organic compounds that may pose an unacceptable vapor intrusion risk on the Property. The City shall either further evaluate vapor intrusion risk to determine appropriate vapor mitigation measures, or shall preemptively mitigate potential impacts to indoor air as part of new construction planned for the Property.
- 2). If the City elects to conduct further evaluation of vapor intrusion risk, the City shall submit a Vapor Assessment Work Plan followed by a report of the results. The City's evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to vapor intrusion. Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10^{-6} risk. The City shall predict indoor air concentrations based on the soil gas sample results and site conditions using a depth-appropriate attenuation factor. Screening levels for soil gas and predicted indoor air concentrations shall be based upon the

EPA OSWER "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" or supplemental EPA guidance. Based on the assessment results and any other appropriate lines of evidence, the City shall submit a Vapor Mitigation Plan designed to effectively mitigate the contaminant levels predicted for indoor air for the proposed use on the Property.

- 3). If the City elects to implement preemptive vapor intrusion mitigation measures in lieu of soil gas sampling, the City shall submit a Preemptive Vapor Mitigation Plan detailing the steps for vapor intrusion control, and procedures to confirm the effectiveness of the control measures. In the absence of soil vapor assessment to better characterize vapor intrusion risk, the preemptive vapor intrusion mitigation measures shall be designed to maximize reduction of contaminant vapor intrusion and shall require confirmation of acceptable indoor quality when the vapor mitigation system is in place.
- 4). All vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a 10^{-6} risk for carcinogens and a hazard quotient of 1 for non-carcinogens based on current EPA screening levels for indoor air and guidance on vapor intrusion. All vapor intrusion control measures shall include measures to confirm that the vapor mitigation system is effective, and measures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.

H. Institute reasonable Contamination control measures:

- 1). The City shall stabilize or remove from the Property any Segregated Sources

of Contamination that have not yet released all contents to the environment.

- a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
- b). The City shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.

2). The City shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property

- a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
- b). The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination.
- c). The City may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, the City shall submit for Department approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- d). Upon completion of any corrective measures, the City shall provide a Corrective Measures Report to document satisfactory completion of the

corrective measures for Department review and approval prior to obtaining a Certificate of Completion.

- e). In the event that corrective measures include engineering controls that must be maintained or monitored during future use of the Property, a Site Management Plan may be required by the Department. If required, the Site Management Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

I. Monitor and/or abandon the monitoring wells:

- 1). The City shall implement a groundwater-monitoring program if required by the Department to assess groundwater impacts not currently subject to the remedial action conducted by the Government under RCRA Hazardous Waste Permit Number SC0170022560. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). The City shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.
- 4). The City shall ensure that the monitoring wells installed pursuant to RCRA Hazardous Waste Permit Number SC0170022560 ("Existing Monitoring Wells") are not damaged during the development of the Property. If the wells are likely to be damaged during construction activities, the City must coordinate with the Government and the Department regarding the

abandonment and re-location of the wells. When the Department and the Government determine there is no need for the Existing Monitoring Wells, the Government shall abandon the wells in accordance with R.61-71 of the South Carolina Well Standards.

J. Land Use Controls on Property

- 1). The City, its successors, and assigns shall provide written notification to the Department and the Government at least ninety days (90) (except in emergency situations where notice should be given as soon as practicable) prior to implementation of any change in land use affecting the SWMUs and/or AOCs as identified in the RCRA Hazardous Waste Permit Number SC0170022560 Appendix A-1. Any proposed changes in land use shall be consistent with the RCRA Hazardous Waste Permit Number SC0170022560. The Department must provide concurrence with the contemplated change.
- 2). No land use change affecting the SWMUs and/or AOCs shall be implemented until the Department's response is received. The request for land use change shall include the following, at a minimum:
 - i. An evaluation of whether the anticipated land use change will pose unacceptable risks to human health and the environment or negatively impact the effectiveness of the selected corrective action;
 - ii. An evaluation of the need for any additional corrective action or LUCs resulting from implementation of the anticipated land use change, and;
 - iii. A proposal for any necessary changes in the selected corrective action.
- 3). If the Department determines that additional corrective action by the Government is required prior to the implementation of the requested land use

change affecting the SWMUs and/or AOCs, the City, its successors, and assigns shall cooperate fully with the Department and the Government in the performance of the additional corrective action. The City shall not initiate the requested change in land use prior to authorization from the Department and shall abide by any conditions with regard to the land use change as may be imposed by the Department. Except as provided herein, the City, its successors, and assigns shall not be deemed to have accepted responsibility for any corrective action required by the Department, including the final corrective action with respect to the SWMUs and/or AOCs identified in the RCRA Hazardous Waste Permit Number SC0170022560 Appendix A-1.

- 4). As long as the LUCs remain on the Property, the Government shall remain responsible for the maintenance of the LUCs including, but not limited to, maintenance of any groundwater monitoring and remedial action activities and/or systems on the Property. Further, as long as the LUCs remain on the Property, the City, its successors, and assigns shall conduct inspections on an annual basis, as specified in the *Corrective Measures Implementation Work Plan for SWMU 166, Zone K*, dated April 2009. These inspections shall be for the purposes of verifying that all necessary LUCs have been implemented and are being properly maintained.

With respect to the LUCs inspection as provided for herein, the City, its successors, and assigns shall be responsible for the following:

- i. Ensure that all required inspections are performed;
- ii. Ensure that the Department and the Government are provided with thirty (30) days advance notice of, and opportunity to observe facility personnel as they conduct at least one of the inspections each year;

- iii. Ensure that the Department and the Government are notified in writing within thirty (30) days of any deficiencies noted;
- iv. Allow access to the Government to ensure that all appropriate measures are undertaken within thirty (30) days to correct any deficiencies and that the Department is notified timely and in writing of measures taken.

The City, its successors, and assigns shall not be deemed to have accepted responsibility for correcting any deficiencies regarding the LUCs by virtue of ownership of the Property unless and until the City, its successors, and/or assigns expressly assume responsibility for correcting deficiencies regarding the LUCs. If the City, its successors, and assigns expressly and voluntarily assume responsibility for correcting any deficiencies regarding the LUCs, then it shall ensure that all appropriate measures are undertaken within thirty (30) days to correct any deficiency(ies) and that the Department is notified timely in writing of measures taken. If thirty (30) days is not sufficient time to correct the deficiency(ies), the City, its successors, and assigns shall submit a written request for an extension to the Department. The written request must provide the rationale for the extension and a projected timeframe for rectifying the deficiency(ies).

- 5). The City, its successors and assigns shall prepare and forward an annual report to the Government certifying the continued maintenance of all LUCs associated with the SWMUs and/or AOCs identified in RCRA Hazardous Waste Permit Number SC0170022560 Appendix A-1.
- 6). The City, its successors and assigns shall follow the Process to Conduct

Construction Activities in Areas under Land Use Controls at the Charleston Naval Complex, Revision 3 dated April 2007, found in Appendix B to this Contract, for new construction and/or renovations on the Property.

- 7). While the Government has the responsibility of meeting any and all requirements of this paragraph pursuant to RCRA Hazardous Waste Permit Number SC0170022560, the City, its successors, and assigns have responsibility to meet the requirements as stated in this Contract.
- 8). Upon transfer of all or a portion of the Property subject to LUCs, the City, its successors and assigns shall provide the Department and the Government with a copy of the recorded Deed effecting such transfer, along with any supporting information, within ten (10) days of transfer.

Should the decision be made to transfer the Property that is subject to LUCs, or any portion thereof, to any other agency, private person, or entity, either ownership interest, or some lesser form of property interest (e.g., an easement, or right of way, etc.), then the City, its successors, and assigns shall ensure that at a minimum in accordance with South Carolina Hazardous Waste Management Regulation 61-79.270.42:

With respect to the Property subject to LUCs, the Department and the Government are provided written notification prior to the initiation of the property conveyance process. This notification must be submitted at least ninety (90) days prior to the property conveyance and shall indicate the following:

- i. The type of property conveyance (e.g., an easement, or right of way, etc.);

- ii. The anticipated final date for the conveyance;
- iii. Future property owners;
- iv. A list of SWMUs and/or AOCs affected by the conveyance;
and,
- v. Mechanism(s) that will be used to maintain any LUCs which
may need to remain in place after the property conveyance.

For the Department, this notice shall be made to the following:

Director of Waste Management and
Director of Site Assessment, Remediation, and Revitalization
Bureau of Land & Waste Management
South Carolina Department of Health and Environmental Control
2600 Bull Street
Columbia, South Carolina 29201

For the Government, this notice shall be made to the following:

BRAC Environmental Coordinator
NAVFACHQ, BRAC PMO
Building 679, Naval Business Center
4911 South Broad Street
Philadelphia, PA 19112-1303

All LUCs for SWMUs and/or AOCs identified in the RCRA Hazardous Waste Permit Number SC0170022560 Appendix A-1 and located on the Property must be incorporated into the property conveyance documents so that the grantee(s) is given adequate notice of existing site condition(s). The details of the LUCs provided in the property conveyance documents must be consistent with the details in the document where the final corrective action implementation was

approved by the Department.

It is understood that for the planned conveyance of the Property with SWMUs and/or AOCs identified in the RCRA Hazardous Waste Permit Number SC0170022560 Appendix A-1, the Department will re-evaluate the continued appropriateness of any previously agreed upon LUCs based upon the level of assurance provided, to ensure that necessary LUCs will be maintained and enforced.

HEALTH AND SAFETY PLAN

5. The City shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). The City agrees that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by the City.

PUBLIC PARTICIPATION

6. The City and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by the City.
 - B. The City shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one

day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.

- 1). The sign will state "Voluntary Cleanup Project by the City of North Charleston under Voluntary Cleanup Contract 16-6104-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of the City. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). The City shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
- 4). The City agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). The City shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, the City shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. The City shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within 90 days of Work Plan approval and semi-annually thereafter.

- A. The updates may be in summary letter format, but should include information about:
- 1). The actions taken under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;
 - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
 - 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.
- B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. The City shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. The City shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. Since hazardous substances or hazardous constituents in excess of residential standards exist on the Property, the Property is being transferred to the City subject to land use restrictions which have been defined in a Declaration of Covenants and Restrictions (Declaration) entered into by the RDA and the Department on August 11, 2005 and recorded with the Office of Register Mesne Conveyance for the County of Charleston in Book J550, at Page 560. The recorded Declaration is

incorporated into this Contract as Appendix C. With the approval of the Department, the Declaration may be modified in the future if: (a) additional remedial activities are carried out which meet appropriate cleanup standards at that time; (b) a significant change in law requiring remediation occurs; or (c) circumstances change such that the restrictive covenant would no longer be applicable.

NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jerry Stamps
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to the City shall be submitted to the City's

designated contact person who as of the effective date of this Contract shall be:

R. Keith Summey, Mayor
City of North Charleston
P.O. Box 190016
North Charleston, South Carolina 29419-9016

FINANCIAL REIMBURSEMENT

11. The City or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to the City on a quarterly basis. In recognition of the City's non-profit status, the Department waives reimbursement of oversight costs, exclusive of the cost incurred for public participation. The Department reserves the right to re-instate oversight billing upon thirty-day notice to the City; however, said billing shall not include any costs incurred by the Department prior to receipt of the notice. All costs are payable within thirty (30) days of the Department's invoice submitted to:

R. Keith Summey, Mayor
City of North Charleston
P.O. Box 190016
North Charleston, South Carolina 29419-9016

A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16

herein.

- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

- 12. The City agrees the Department has an irrevocable right of access to the Property for environmental response matters after the City acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

- 13. A Certificate of Completion shall be issued to the City or its Beneficiaries for the Property under this Contract as follows:
 - A. The City or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
 - B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that the City or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. § 44-56-710

through 760 (as amended).

C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.

- 1). A Provisional Certificate of Completion will include specific performance standards that the City or its Beneficiaries shall continue to meet.
- 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if the City or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. The City or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. The City shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, the City, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. The City or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. The City and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
- C. If the Certificate of Completion has not been issued, the City or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
- 1). Is not a Responsible Party for the Site;
 - 2). Has sufficient resources to complete the activities of this Contract;
 - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract,
 - 4). Will assume the protections and all obligations of this Contract and,
 - 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.
- D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, the City or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

E. If a Certificate of Completion has been issued and the Property is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION

16. The City, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

- A. The Department may not terminate this Contract without cause and before termination, shall provide the City or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:
- 1). Failure to complete the terms and conditions of this Contract;
 - 2). Change in the City's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
 - 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;

- 4). Failure of the City or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by the City or its Beneficiaries;
 - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
 - 6). Failure by the City or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
 - 7). Failure by the City or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of the City's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should the City or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by the City or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of the City or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders,

parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. The City and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA Section 113.42 U.S.C. § 9613 and § 44-56-200, et seq.
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue the City and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by the City or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by the City or its Beneficiaries. The Department retains all rights under State and Federal laws to compel the City

and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by the City or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than the City and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than the City and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY THE CITY

19. The City retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. The City and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, the City and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. The City and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by the City or its Beneficiaries. The City and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly

discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY THE CITY AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, the City and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

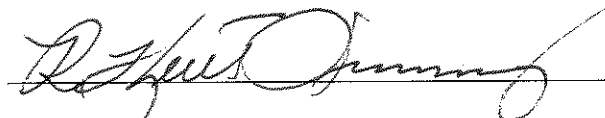
DATE:

Reviewed by Office of General Counsel

THE CITY OF NORTH CHARLESTON

BY:

DATE:



11-23-16

R. Keith Summey, MAYOR
Printed Name and Title

APPENDIX A

The City of North Charleston

Application for Non-Responsible Party Voluntary Cleanup Contract

September 3, 2014

Joan W. Hartley
Special Counsel
Admitted in SC, NC

September 3, 2014

HAND DELIVERY

Mr. Robert Hodges
South Carolina Department of Health
and Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

**Re: City of North Charleston
Former Marine Corps Reserve Training Center
Charleston County**

Charleston

Charlotte

Columbia

Greensboro

Greenville

Hilton Head

Myrtle Beach

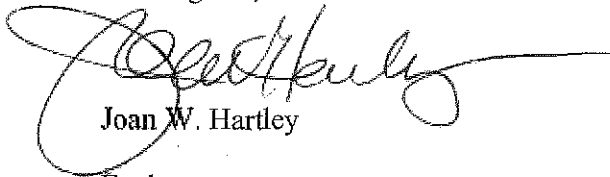
Raleigh

Dear Robert:

Enclosed please find a Non-Responsible Party Application for Voluntary Cleanup Contract for the above-referenced property. Also enclosed is the report on a Phase I environmental site assessment conducted by Terracon Consultants, Inc. in hard copy and electronic form.

If you have any questions, please call me. As always, we look forward to working with you on this matter.

Best regards,



Joan W. Hartley

Enclosures

cc: City of North Charleston



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☐ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☐ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☒ Government / Other Public Funded Entity

3. Applicant's Legal Name City of North Charleston

4. Contract Signatures for this Applicant

a. Authorized Signatory

<u>R. Keith Summey</u>	<u>Mayor</u>	<u>Mayor@northcharleston.org</u>
Name	Title	Email
<u>P.O. Box 190016</u>	<u>(843) 740-2504</u>	
Address	Phone1	Phone2
<u>North Charleston</u>	<u>SC</u>	<u>29419-9016</u>
City	State	Zip

b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

2500 City Hall Lane

Street address	Suite Number
<u>North Charleston</u>	<u>SC 29406</u>
City	State Zip

6. Mailing address: ☐ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory) _____ Title _____

Street Number or PO Box	Phone1	Phone 2
City	State	Zip
		Email

7. Company Structure Information ☒ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

- a. Company is Incorporated/ Organized/ Registered in _____ (state)
- b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
_____	_____
_____	_____
_____	_____
_____	_____

- c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?
- ☐ Yes ☐ No

d. If yes, identify all affiliations: _____

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

R. Keith Summey
Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 2517 Vector Avenue, North Charleston, SC 29405

b. County Charleston County

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of North Charleston
(town/city)

10. List any Companies or Site names by which the Property is known

Former Marine Corps Reserve Training Center

11. Total Size of Property Covered by this Contract 5.59 Acres

12. How many parcels comprise the Property? One (1)

13. Current Zoning (general description)

M-1, Light Industrial

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 472-00-00-102
b. Acreage 5.59
c. Current Owner United States of America
d. Owner Mailing Address Box 30, Bldg 135
Jacksonville FL 32212-00
e. Contact Person for Access Allan Daly
f. Access Person's Phone # (904) 542-6147
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☒ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
☐ None
h. Buildings on the parcel? ☐ Demolished/Ruins
(check all that apply) ☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
☐ None
h. Buildings on the parcel? ☐ Demolished/Ruins
(check all that apply) ☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
☐ None
h. Buildings on the parcel? ☐ Demolished/Ruins
(check all that apply) ☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
☐ None
h. Buildings on the parcel? ☐ Demolished/Ruins
(check all that apply) ☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
☐ None
h. Buildings on the parcel? ☐ Demolished/Ruins
(check all that apply) ☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

The City of North Charleston plans to relocate its Public Works complex to this property and two adjacent properties; an adjacent contiguous property acquired from the Charleston Naval Complex Redevelopment Authority (Parcel 16, EDC IV, Former Charleston Naval Base Annex) and an adjacent property acquired from the US Air Force (Former Air Force Housing Annex). The Former Marines Corps Reserve Center will be used for two structures and parking associated with the New Public Works Complex.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☐ Yes Anticipated Number _____
☒ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ 0

20. a. Will there be Intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☒ Other _____

- b. Please Describe:

Upon Completion of the New Public Works Facility, the City plans to dedicate some portion of the current Public Works Complex property to a proposed nature preserve to be established along the banks of Nolsette Creek.

10/31/2014

21. Anticipated date of closing or acquiring title to the property _____/_____/_____

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm

☐ None as of this application date

Terracon, Inc

Company

1450 Fifth Street West

North Charleston

SC

29405

Address

City

State

Zip

Charlie Vernoy

(843) 884-1234

cavernoy@terracon.com

Project Contact1

S.C PE/PG Reg. #

Phone1

Phone 2

email

Project Contact 2

S.C PE/PG Reg. #

Phone1

Phone 2

email

24. Legal Counsel (Optional)

Nexsen Pruet, LLC

Firm

W. Thomas Lavender, Jr.

(803) 771-8900

Attorney

Phone1

Phone 2

1230 Main Street, Suite 700

Columbia

SC

29201

tlavender@nexsenpruet.com

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☒ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☒ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by Terracon Consultants, Inc

(Name of Environmental Firm)

☐ Older report updated in the past six months by

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property☒ The Applicant believes the Department already has all environmental data in its files on: Chas. Naval Complex SWMU 166☐ The Following reports are attached:

(Site Name)

Report Date

Report Name

Environmental Firm

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties: (check one)

☐ Enclosed with this Application as an Attachment☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

PROPERTY DESCRIPTION

All that certain piece, parcel, lot or tract of land, together with the improvements thereon situate, in the City of North Charleston, in the County of Charleston and in the State of South Carolina, said lot designated as "Marine Corp Reserve Center," containing approximately 5.59 acres on plat entitled "REAL ESTATE SUMMARY MAP, CHARLESTON NAVAL BASE COMPLEX, EDC IV, NORTH CHARLESTON, SOUTH CAROLINA," prepared by Forsberg Engineering and Surveying, Inc., dated August 27, 2003, and recorded in the Office of the Register of Deeds for Charleston County on July 12, 2005, at Plat Book EJ at pages 79-80.

Charleston County TMS# 472-00-00-014

APPROVED PLAT

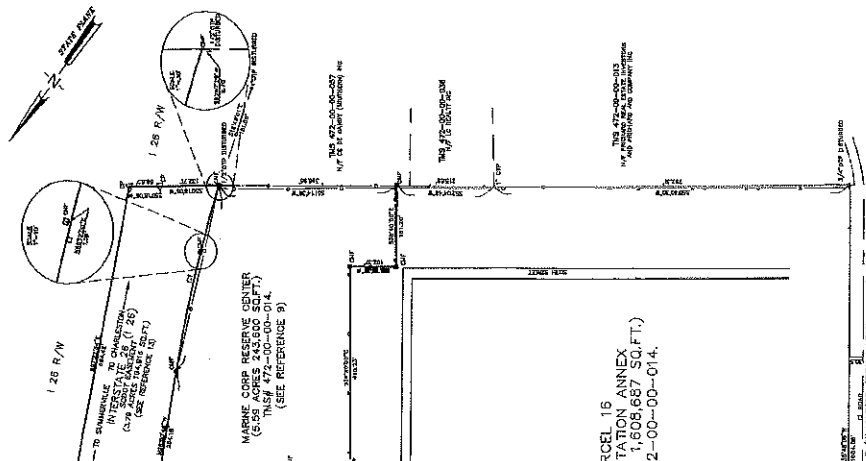
DATE 7-1-2005

W. B. O. B.

Christine Smith, Director
Office of Eugene Area Community
Partnership Inc. dated July 2005
Mail 010416 to J. B. O. B. dated July 2005
copy sent to J. B. O. B. dated July 2005
Original plat in White River District in Eugene City and County, Oregon
Sheet 2 of 2

LINE TABLE	
LINE	LENGTH BEARING
L1	55.97 : 94245.34°E
L2	70.30 : N083508°W
L3	9.05 : N24307.47°E
L4	32.73 : N243508°E

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEING	DELTA
C1	365.03	2744.79	192.84	384.73	N74°56'09"W	802°15'
C2	370.43	918.32	187.78	367.93	N72°24'39"W	230°50'



Parcel 16
TATION ANNEX
1,608,687 SQ.FT.)
7-00-00-014

1004.06' CL 504.0 R/W VARIES (SEE REFERENCE 3)

GRAPHIC SCALE

100 50 0

(IN FEET)




3 HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE

REMARKS: SEE A CLASS A SURVEY

DATE & SIGNATURE:

[illegible]

LEGEND

CAF - CONCRETE FOUNDMENT FOUND

CH - HIGH PIPE FOUND

CS - 6/8 SLOAR SET

CP - OTHER NON PIPE FOUND

CTP - CRACKED FOR PIPE FOUND

CP - COMPLETED POINT

CS - RAIL ROAD SPOT SET

N/A - NAUGHTY-UP-NAUGHTY

N/A - NON OR FORMERLY

- - - - - CHAIN LINK FENCE

- X - - - - - BARRICADE PIPE FENCE



**ERSBERG ENGINEERING
AND SURVEYING, INC.**
1307 SAVANNAH HIGHWAY SUITE B
P.O. BOX 3032
CHARLTON, SOUTH CAROLINA 29617
(843) 671-2832 FAX (843) 671-2780
CIVIL ENGINEERING • SURVEYING

[illegible]

APPENDIX B

Process to Conduct Construction Activities in Areas under Land Use
Controls at the Charleston Naval Complex, Revision 3, dated April 2007

Process to Conduct Construction Activities in Areas under Land Use Controls at the Charleston Naval Complex

Background

The Department of the Navy (Navy) continues to complete necessary Corrective Actions for past releases of hazardous wastes and/or hazardous constituents at the Charleston Naval Complex (CNC) as required by the Hazardous Waste Permit (SC0 170 022 560) issued to the Navy by the South Carolina Department of Health and Environmental Control (SCDHEC). To facilitate those Corrective Actions and to ensure that human health and the environment are adequately protected both in the interim and long term, certain Land Use Controls (LUCs) were imposed via deed recorded restrictions at the time of property conveyance from the Navy to the Charleston Naval Complex Redevelopment Authority (CNCRDA). Those LUCs may be short term or long term depending on several factors: the physical and chemical properties of the contamination; the concentration of contaminants and the properties of the media where the contamination is located; and subsequent landowner election to remove residual contamination for specific redevelopment objectives. Because these legally imposed restrictions can be violated if not properly observed during construction activities by subsequent landowners or operators, appropriate LUC management procedures must be followed in order to ensure that the integrity of those contaminated site remedies which have been or which may later be completed by the Navy will be maintained.

In addition to deeds, restrictions are also provided in a Restrictive Covenant (RC) as well as Voluntary Cleanup Contracts (VCC) which are in place to ensure that LUCs remain effective.

Construction Activities Criteria

The Navy, in conjunction with the SCDHEC (Bureau of Land and Waste Management) and the U.S. Environmental Protection Agency (EPA), has developed a process for use by subsequent landowners or operators when conducting construction activities in areas where LUCs exist. The process includes submittal of information necessary to evaluate whether construction activities may have an adverse effect on LUCs and remedies in place at the CNC. This information will be provided via a LUC Area Construction Permit request to the Navy for authorization to proceed. The LUC Area Construction Permit form is provided at the end of this procedure. Landowners and their assigns should always use the most current version of the form (currently Revision 3, April 2007).

Prior to Construction: Each landowner shall submit information to the Navy a minimum of 90 days prior to beginning any on-site construction activity which will impact a site-remedy based LUC. For smaller projects, a shorter timeframe may be negotiated with the Navy (and SCDHEC) as needed. Provision of information to the Navy does not relieve the landowner from compliance with all applicable federal, state, and local regulations which otherwise apply. In addition, a 60-day written notification requirement applies in those cases where the landowner intends to change the approved land use.

The following information shall be provided by the landowner and will be included with the LUC Area Construction Permit request:

1. A description of the intended reuse(s) of the property and new facilities / utilities intended to be constructed.
2. A proposed construction plan, including engineering plans and specifications. This includes construction methods, engineering calculations, and onsite tests that demonstrate knowledge of site conditions, infrastructure, utilities, and site geology.
3. A schedule setting forth the planned timeframe for construction.
4. A site plan with appropriate figures that identifies: the extent of the proposed construction relative to the location of all known SWMUs, AOCs, and associated LUCs on the property; location of groundwater monitoring wells; site topography; current and future underground utilities and any other intended underground infrastructure(s); and the direction of future storm water runoff.
5. A description of the residual contamination known to exist on the property and site remedy related LUCs in place, and any potential effect the proposed construction may have on these existing site conditions and controls. The Navy will provide source information to assist the Landowner, during the Construction Permit request process, to identify residual contamination at the proposed construction areas. The Landowner and/or its construction agents (i.e., A-E consultants, contractors, and subcontractors) will, in turn, perform testing of environmental media utilizing this source information as well as other information gathered during construction activities. The Landowner and/or its construction agents are responsible for the quality and adequacy of testing and disposal of environmental media targeted for off-site disposal.
6. An acknowledgment that all General Contractor personnel and the Project Manager for each Subcontractor which may be involved in site excavation activities have (or will prior to the start of any site excavation activities) been provided with a copy of the LUC Construction Area Permit for the project so that they will be aware of known residual contamination on the property, the LUCs in place, and any potential effect the proposed construction may have on these existing site conditions and controls.
7. A description of how hazards will be controlled where construction activities have the potential to interfere with these existing site remedies and imposed LUCs.
8. If applicable, design plans for any desired irrigation or dewatering well(s) and proposed well locations both on the property and relative to the location of each SWMU or AOC situated on the property.
9. A description of what actions will be taken to monitor impacts to the remedy as a result of construction activities. This includes, at a minimum, impacts to groundwater

flow direction, vertical migration of residual contamination and the potential for contaminants to migrate to indoor air.

10. A description of what actions will be taken in the event the human or ecological exposure assumptions used in deriving the LUC(s) component of any interim or final SCDHEC approved site remedy are altered. In accordance with the Navy's Hazardous Waste permit (SC0 170 022 560), this would constitute a Land Use Change and would require a permit modification request. The Navy will provide to the Landowner and/or its construction agents source information which includes exposure assumptions used in deriving LUCs. These sources will include the "Interim Measures Work Plan (IMWP)" and "Corrective Measures Implementation Plan (CMIP) for Land-Use Control Sites". These sources provide concise summary information about LUC sites, including: site description, site concerns, exposure potential and control (i.e., risk, reuse, exposure, and LUCs), and other references. It is the responsibility of the Landowner and/or its construction agents to review these sources of information and to implement exposure controls which meet all federal, state, and local laws and regulations.

Each landowner must receive authorization to proceed prior to initiating proposed activities. The Navy as RCRA permittee will consult with and obtain approval from SCDHEC in determining the adequacy of the proposed construction with respect to maintaining remedy integrity. The Navy will then provide a written response to the landowner regarding their submittal via the LUC Area Construction Permit. The response may authorize the landowner to proceed with construction activities, request further information, provide terms or conditions regarding construction activities, and in rare instances deny construction activities. Navy authorization to proceed with construction does not constitute approval of methods by which environmental, safety, and other regulations are satisfied.

During Construction: Each landowner shall adhere with all applicable federal, state, and local regulations. Specifically, each landowner shall properly address the following issues during construction:

1. Control of exposure to residual contamination to workers on-site, personnel at adjacent businesses, and nearby residences. For example, control of fugitive dust emissions, personal protective equipment (PPE), and exclusion zones are examples of exposure controls.
2. Reporting any previously unknown contamination to the Navy within 7 days of discovery. All work must stop upon discovery of unknown contamination.
3. Management of excess contaminated soil or groundwater.
4. Provision of information to contractors and subcontractors regarding residual contamination on property, including safety meetings, posting of information at job-site, etc.

After Construction: Upon the completion of an approved construction activity where the potential existed for disturbance of residual contamination at a site or area with LUCs, the landowner shall:

1. Provide a post-completion LUC compliance report or similar report if required by their VCC;
2. Assume responsibility for any additional site monitoring (including requiring the landowner to install and maintain additional groundwater monitoring wells, if deemed necessary by SCDHEC and the Navy), or other responsibilities agreed to as part of the LUC Area Construction Permit process; and
3. Provide SCDHEC and the Navy with continued access to the site for remedy integrity inspection and surveillance purposes.

Voluntary Cleanup Contracts

The use of Voluntary Cleanup Contracts (VCCs) under the state Brownfields Program is recommended in order for subsequent landowners to obtain liability protection from SCDHEC based upon their (and/or day-to-day operators of the property) future actions to ensure the proper maintenance of all imposed LUCs and associated site remedy(ies) integrity. It is recommended that each landowner either assume responsibility under the existing CNCRDA VCC or negotiate a separate VCC with the SCDHEC that provides a Non-Responsible or Responsible Party status based on compliance with the aforementioned conditions and intended future operations on their property.

APPENDIX C

Declaration of Covenants and Restrictions entered into by the RDA and the
Department on August 11, 2005

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

DECLARATION OF COVENANTS
AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made and entered into this 11th day of August 2005, by the Charleston Naval Complex Redevelopment Authority, a state legislated entity, hereinafter referred to as the RDA.

RECITALS

WHEREAS, the RDA is the owner of certain real property in Charleston County, South Carolina, more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, hazardous substances/constituents in excess of allowable concentrations for unrestricted use remain at the Property; and

WHEREAS, the Property may be used for certain purposes without further remediation so long as appropriate restrictions are placed on development and use of the Property, as provided herein; and

WHEREAS, the RDA desires to use or transfer the Property without conducting additional remediation and, at the request of the South Carolina Department of Health and Environmental Control (Department), has agreed to impose restrictions on the manner in which the Property may be developed (said restrictions to run with the land and inure to the benefit of and be enforceable by the Department and its successor agencies); and

WHEREAS, the Department agrees not to require the Property to meet standards more stringent than those required for industrial use - excluding those solid waste management units (SWMUs) and areas of concern (AOCs) identified in Exhibit B. The SWMUs and AOCs identified in Exhibit B as restricted are being remediated. The final remedial objective for these SWMUs and AOCs is unrestricted use (residential), so no restrictions and land use controls are anticipated if the final remedial objective is met; and

WHEREAS, this Declaration relies on information contained within documents attached as exhibits, those exhibits are incorporated by reference where used herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the RDA hereby declares and covenants on behalf of itself, its heirs, successors, and assigns that the Property described in Exhibit A shall be held, mortgaged, transferred, sold, conveyed, leased, occupied, and used subject to the following restrictions, which shall touch and concern and run with the title to the Property.

1. The RDA hereby covenants for itself, its heirs, successors and assigns that the Property shall not be used for agricultural or residential activities or any other activities that may disrupt the effectiveness of the restrictions and land use controls, as further identified and explained within this Declaration, and that the groundwater located beneath the property shall not be used or extracted except for monitoring, remedial action, or foundation construction, which requires prior approval from the Department or its successor agency.
2. The RDA hereby covenants for itself, its heirs, successors and assigns that the restrictions and land use controls set forth and specified in Appendices A and D of the Interim Measures Work Plan for Interim Land Use Controls (Exhibit C), or the Corrective Measures Implementation Work Plan, whichever is more recent, shall be maintained to the satisfaction of the Department. The Interim Measures Work Plan and the Corrective Measures Implementation Work Plan are associated with Resource Conservation and Recovery Act (RCRA) Permit SC0 170 022 560.
3. The RDA covenants for itself, its heirs, successors and assigns that the Department shall be provided reasonable access to inspect the property, to oversee the activities conducted on the property, or to take samples as may be necessary to enforce this Declaration.
4. The RDA covenants for itself, its heirs, successors and assigns that written notice must be given to the Department at least thirty (30) days prior to property conveyances. This provision shall apply to all transactions that occur after August 30, 2005. The notice shall indicate the following:
 - (a) The type of property conveyance (e.g., an easement, or right of way, etc.);
 - (b) The anticipated final date for the conveyance;
 - (c) Future property owners;
 - (d) A list of SWMUs and/or AOCs affected by the conveyance; and
 - (e) Mechanism(s) that will be used to maintain any LUCs which may need to remain in place after the property conveyance.
5. The covenants and restrictions set forth herein shall run with the title to the Property and shall be binding upon the RDA, its heirs, successors and assigns. The RDA and its heirs, successors, and assigns shall

include the following notice on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these covenants):

NOTICE: This Property Subject to Declaration of Covenants and Restrictions Recorded at _____

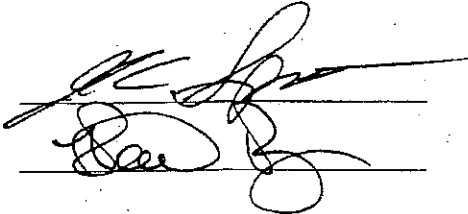
6. The RDA or, upon subsequent transfer, its heirs, successors and assigns shall submit to the Navy a statement of maintenance of the covenants and restrictions as set forth above annually on the anniversary date of this Declaration.
7. This Declaration shall remain in effect until such time as the Department has made a determination that the covenants and restrictions set forth herein are no longer necessary. This Declaration shall not be amended without the written consent of the Department or its successor agency. Any change in the covenants and restrictions set forth herein or property conveyances may be considered a land use change as defined in section II of Appendix F [Land Use Control Management Plan (LUCMP)] of RCRA Permit SC0 170 022 560. As such, land use changes are subject to the permit modification requirements as described in sections III and V of the Appendix F (LUCMP), attached hereto as Exhibit D. All SWMUs and AOCs located on the Property covered by this Declaration are listed in Appendix A-8, that is referenced in Appendix F and, therefore, are subject to Appendix F.
8. This Declaration only applies to the Property expressly identified in Exhibit A and does not impair the Department's authority with respect to the Property or other real property under the control of the RDA.
9. The covenants and restrictions contained within this Declaration supplement and shall not be construed as displacing, modifying, or waiving covenants and limitations contained in the deed transferring title of the Property to RDA (filed on July 12, 2005 and recorded in Book 0544, at Page 666).
10. Should any separable part of these restrictive covenants be held contrary to law, the remainder shall continue in full force and effect.

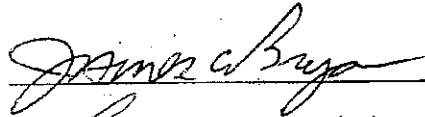
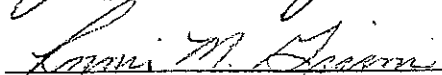
IN WITNESS WHEREOF, the RDA has caused this instrument to be executed by an individual authorized to sign on its behalf as of the date first above written.

WITNESSES:

Charleston Naval Complex
Redevelopment Authority

By:





Ronnie M. Givens

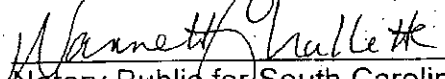
STATE OF SOUTH CAROLINA)

ACKNOWLEDGEMENT

COUNTY OF CHARLESTON)

I, Wannette Hallett (Notary Public), do hereby certify that an authorized representative of the Charleston Naval Complex Redevelopment Authority personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 10 day of August, 2005

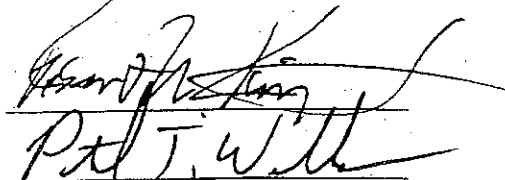

Notary Public for South Carolina
My Commission Expires: 4/28/15

IN WITNESS WHEREOF, the Department has caused this instrument to be executed as of the date first above written.

WITNESSES:

South Carolina Department of Health
and Environmental Control

By:




C. Earl Hunter, Commissioner
South Carolina Department of Health and
Environmental Control

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

ACKNOWLEDGEMENT

I, CARLISE ROBERTS JR. (Notary Public), do hereby certify that C. Earl Hunter, Commissioner of the South Carolina Department of Health and Environmental Control, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 11TH day of AUGUST, 2005.

Carlise Roberts Jr.
Notary Public for South Carolina
My Commission Expires: 6/11/2013